



## MARINE CARGO OPEN POLICY

### Preamble

WHEREAS the ASSURED named in the schedule hereto have represented to THE NEW INDIA ASSURANCE COMPANY LIMITED (hereinafter called company) that they are interested in or duly authorized to make the insurance mentioned and have paid or agreed to pay the premium hereinafter stated THE COMPANY HEREBY PROMISES AND AGREES with the assured, their Executors, Administrators and assigns that the company will insure against loss damage liability or expenses subject to Clauses, Endorsement, Conditions and Warranties contained herein/in the schedule.

Insured Details		Issuing Office Details	
Insured Name	: M/S. VIVEK INDUSTRIES	Office Code	: JALNA BRANCH (160501)
Customer ID	: POA8700796	Address	: K.K.NIWAS LAKKAD KOT NEAR BUS STAND AURANGABAD ROAD JALNA ,431203
Address	: KHANDWA ROAD, KHARGONE, MADHYA PRADESH, KHARGAONE ,MADHYA PRADESH, 451001	Phone No	: 02482232708 / 02482232709
Phone No	:	E-mail/Fax	: nia.160501@newindia.co.in/
E-mail/Fax	: vivekoilmill@gmail.com, /	S.Tax Regn. No	: AAACN4165CST178
PAN No	:	GSTIN	: 27AAACN4165C3ZP
GSTIN/UIN	: 23AAGFV9341K1ZU / NA	SAC	: 997135 (Marine,aviation and other transport insurance srvc)
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Policy Details		Business Source Code	
Policy Number	: 16050121230200000341	Dev.Off. level/Broker/Web Aggregator	: Jainuine Insurance Brokers Pvt. Ltd. - (DA3388757) Jainuine Insurance Brokers Pvt.Ltd. - (SI00028623),
Period of Insurance	: From: 09/10/2023 06:51:28 PM To: 08/10/2024 11:59:59 PM	Agent/Bancassurance/Spe cified Person/CPSC User	:
Prev. Policy no.	:	Phone No	: 02402350377, 9850049400 / NA
Client Type	: Non-Corporate	E-mail/Fax	: kailash@jainuineinsurance.co.in, //

Co-Insurance Details				
Incoming/Outgoing	Company	Office Code	% of Share	Share
OUT	CHOLAMANDALAM MS GENERAL INSURANCE CO. LTD.	210301_PUNE BRANCH - 1	49	2450
OUT	NEW INDIA ASSURANCE CO. LTD.	JALNA BRANCH	51	2550

Premium Details					
Premium	GST	Stamp Duty	Total Premium(₹)	Rupees (in words)	Receipt No and Date
5000	900	1	5901	RUPEES FIVE THOUSAND NINE HUNDRED ONE ONLY	16050181230000006136 - 09/10/23

Journey Details		
Journey From	Journey To	Transport Mode
ANYWHERE IN INDIA	TO ANYWHERE IN INDIA	Rail/Road

Total Sum Insured (₹) : Risk 1 :: 10000000  
 Basis of valuation + % Extra for Cargo Sum Insured : Risk 1 :: C + 10  
 Commodity description : Risk 1 :: COTTON FP BALES  
 Packaging description : Risk 1 :: STANDARD AND CUSTOMARY  
 Single Carrying Limit (₹) : Risk 1 :: 5000000  
 Limit per any one Vessel (₹) : Risk 1 :: 1

Policy No. : 16050121230200000341 Document generated by 36776 at 09/10/2023 18:59:23 Hours.

Regd. & Head Office: New India Assurance Bldg., 87 M.G. Road, Fort, Mumbai - 400 001. TOLL FREE No. 1 800 209 1415.

For redressal of your grievance, if any, you may approach any one of the following offices- 1. Policy issuing office 2. Regional office 3. Head office. In case, you are not satisfied with our own grievance redressal mechanism; you may also approach Insurance Ombudsman. For details of our office addresses and addresses of office of Insurance Ombudsman, please visit our website <http://newindia.co.in>.



Limit per any one Aircraft (₹) : Risk 1 :: 1  
Limit per Registered Post (₹) : Risk 1 :: 1  
Limit per location (₹) : Risk 1 :: 10000000  
Transit By : Risk 1 :: Rail/Road  
Place of Storage : Risk 1 :: NA  
Days of Storage : Risk 1 :: NA  
Risk Covered : Risk 1 :: ITC-A, SRCC,

<b>Excess</b>	: Excess Applicable on - Others, Excess(%) Others - 0.5% OF CONSIGNMENT%
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<b>Terms of Insurance</b>
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Subject to Open Policy Clause and the following clauses written and attached hereunder, current on date of sailing or dispatch and/or otherwise stated. This Insurance is subject to Important notice, conditions and warranties attached herewith. Also this contract is subject to such regulations as in force at the time of risk on each dispatch/shipment attaches hereunder.

The Declaration should be furnished, in case of imports within 15 days from the date of the shipment or immediately on receipt of shipping documents or before arrival of ship, whichever is earlier, and in case of exports immediately on shipment.

This insurance is to remain in force for a period of 12 months i.e. from 09/10/2023 06:51:28 PM to 08/10/2024 11:59:59 PM unless the Sum Insured is previously exhausted by declaration/certificates.

- 1) Inland Transit (Rail or Road) Clause – A (2010)
- 2) Strikes Riots And Civil Commotions Clause (Inland Transit Not In Conjunction With Ocean Going Voyage)
- 3) Limit Per Location Clause: Notwithstanding anything to the contrary contained in this contract, underwriters liability in respect of any one accident or series of accidents arising from the same event in any one location shall not exceed the Limit Per Location amount stated in the policy/open cover.
- 4) Communicable Disease Exclusion Clause (Cargo) JC2020-011
- 5) Institute Radioactive Contamination Exclusion Clause (1.10.1990)
- 6) Institute Radioactive Contamination Chemical, Biological Biochemical and Electromagnetic Weapons Excl. Clause 10/11/2003 CL 370
- 7) Termination of Transit Clause JC2009/056 01/01/2009
- 8) Subject to Important Notice Clause
- 9) Subject to Private Carriers Warranty
- 10) Subject to closed vehicle Warranty
- 11) Cargo Termination of Transit (Storage) Clause
- 12) Warranted that this policy shall run concurrent to the Sales Contract/Incoterms
- 13) Subject to SANCTION LIMITATION AND EXCLUSION CLAUSE LMA 3100 (Amended)  
No (Re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or Switzerland.

14) Subject to RUB Exclusion Clause :  
Excluding all loss, damage, liability, or expense directly caused by or arising from or in connection with the current Russia-Ukraine-Belarus conflict and/or any expansion of such conflict. Also excluded shall be loss, damage, liability or expense where the aforementioned conflict is deemed to be the proximate cause of such loss, damage, liability or expense. This also includes but is not limited to confiscation, expropriation, nationalization, deprivation or restraining in movement of vessels and cargo in the territory of the aforementioned countries.

- 15) Subject to Marine Cyber Endorsement Clause LMA5403
- 1.) Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
  - 2.) Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
  - 3.) Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

LMA5403  
11 November 2019

16) Subject to Five Powers War Clause  
Where any war risks coverage is provided by underwriters, this(re)insurance excludes loss damage liability or expense arising from the outbreak of war (whether there be a declaration of war or not) between any of the following: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China.

JC2023-024  
6th Jan 2023

17) Subject to War and Strike Risk Termination Clause  
This clause shall be paramount and shall override anything contained in this insurance agreement inconsistent therewith.

Notwithstanding anything to the contrary stated herein or subsequently added hereto, it is understood and agreed that if this treaty provides that war and strikes, riot and civil commotions risks (including terrorism) may be ceded hereunder, then the cover afforded by this reinsurance in respect of such war and strikes, riot and civil commotions risks (including terrorism) shall be subject to terms and conditions no wider than the relevant London Institute War and Strikes Clauses current at the inception of the risk ceded hereunder, or current at the later of either the inception date or the most recent anniversary date of this treaty.



The acceptance of war and strikes, riot and civil commotions risks (including terrorism) under this contract is at all times subject to 72 hours' notice of cancellation by insurers or reinsurers. Such cancellation becoming effective on the expiry of 72 hours from midnight of the day on which notice of cancellation is issued by either party.

Notice of cancellation can be given by e mail and is deemed served at the time that the e mail is sent. Also, any notice of cancellation given to the placing reinsurance broker or intermediary under this section shall be deemed to satisfy any requirement of notice provided for anywhere in this reinsurance agreement and shall override any inconsistent provisions as to notice within this reinsurance agreement.

18) Subject to Oil Price Cap Warranty where exposure to Russian oil exists. The insured represents and warrants that it is in compliance with the Russian price cap framework and any other restrictions on the supply or delivery of Russian oil and/or oil products applicable to it. The insured attests that:

(a) it has received and retained price information demonstrating that the Russian oil and/or oil products was/were purchased at or below the cap; or

(b) where not practicable to request and receive such information, it has obtained a signed attestation that the Russian oil and/or oil products was/were purchased at or below the cap or that the purchase of the Russian oil and/or oil products was pursuant to a licence or an exception.

19) Subject to JX2020-009A Communicable Disease Exclusion

20) Subject to Clause JX2020-007 - Joint Excess Loss Cyber Losses Clause

21) Subject to Specified Territory Exclusion Clause

Notwithstanding anything to the contrary herein, all Specified Territory Exposures whether direct or indirect, are excluded. The term Specified Territory Exposures includes but is not limited to any activity, transaction, legal proceedings, operation, entity, subsidiary, headquarters, branch, products, good, property, asset, services in a Specified Territory or, as applicable, delivered to, located in, originating in, transitioning from, to or through a Specified Territory, as well as any person ordinarily resident in a Specified Territory, the government of a Specified Territory as well as any entity owned or controlled by an entity in a Specified Territory including, without limitation, affiliates outside of a Specified Territory.

Specified Territory means The Republic of Belarus, Ukraine, and/or The Russian Federation.

22) Special Condition: All risk + SRCC+ ITC A + Invoice + Freight charges + 10 %.

Coverage for Loading and Unloading Each and every consignment should be declared through email on a monthly basis. ON 5 TH OF EVERY MONTH ON a MONTHLY BASIS.

#### Survey & Claim Settlement By

In Case of IMPORTS/DOMESTICS :

Survey : In the event of loss or damage which may result in a claim under this Insurance immediate notice must be given to the Policy Issuing Office or nearest Branch/Divisional Office.

Nearest New India Assurance Company's Office or The Policy Issuing Office

#### Claims Payable By:

Policy Issuing Office

Taxable Value	Rate of Tax	Amount in INR
SGST	0	0
CGST	0	0
IGST	18	900

In witness whereof the undersigned being duly authorised by the Insurers and on behalf of the Insurers has (have) hereunder set his (their) hand(s) on this 09th day of October, 2023

For and on behalf of  
The New India Assurance Company Limited

Duly Constituted Attorney(s)

To intimate a Marine Cargo Claim, please visit the url <https://newindia.co.in/portal/intimateClaim>



We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an invoice in terms of the provisions of the said sub-rule.

Tax Invoice No : 16050123P0007341

<b>IRDA Registration Number: 190</b> <b>NIA PAN NUMBER: AAACN4165C</b>
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